

## **EXHIBIT C**

# American Express Financial Advisory Service Agreement



American Express Financial Advisors Inc. (the "Company"), agrees to perform financial advisory services for you based on the following terms and conditions. The American Express Financial Advisory Service brochure (Form 94003) and any current supplement to such brochure contain important information regarding the Financial Advisory Service Engagement Options you (the "Client(s)") selected and are part of this Service Agreement ("Agreement"). No assignment of this Agreement by the Company will be effective without the Client's consent.

- ☐ Check here if a client check is attached
- ☐ An approved Client Profile Form 200152 for each client must be submitted prior to establishing this Account.

Corporate Office Use

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Advisor Use for Existing Financial Advisory Service Account Only

Enter existing account number:

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- ☐ Check if changing an existing Engagement due to a change in terms.
- NOTE: If delivery is not made on the existing engagement (i.e., case not yet closed), pre-paid fees will be rolled over to the new engagement.

## Section 1 — Client Information

### First Client

Yes No

New Client for this Financial Advisory Service Account?

☒ ☐

New AEFA Client?

☒ ☐

Married to Second Client?

☒ ☐

### Second Client

Yes No

New Client for this Financial Advisory Service Account?

☒ ☐

New AEFA Client?

☒ ☐

Married to First Client?

☒ ☐

Domestic Partner of First Client?

☐ ☒

Name (Entire or full legal name)

JIEAFREY II PECK

Birthdate (mm/dd/yyyy)

1/02/1963

Social Security Number

125 54 9207

Name (Entire or full legal name)

TRACEY PECK

Birthdate (mm/dd/yyyy)

103 27 1963

Social Security Number

084 50 3567

Resident or Home Street Address (For change of address, submit Form 518)

7 CLOVENTRY ROAD

City

SYRACUSE

State

ZIP Code

NY 13201

## Section 2 — Advisor Information

### Advisor 1 — Servicing Advisor

Name

JENNIFER WILKOV

Advisor Number

17005

Team ID

Comp. %

100

Office Number

1629

### Advisor 2

Name

Advisor Number

Team ID

Comp. %

Office Number

## Section 3 — Customer Privacy

The Company's privacy policy is set forth in "It's a Matter of Privacy" (the "Privacy Notice"), which is provided to Client along with this Agreement. The Privacy Notice explains the categories of personally identifiable information collected by the Company to provide the Financial Advisory Service, disclosures that may be made to affiliates and non-affiliates of the Company, and choices that Clients have to opt out of certain disclosures and uses of the personally identifiable information. To select one or both of the opt-out choices described in the Privacy Notice, Clients must follow the instructions provided in the Privacy Notice.

The Company and the Client agree that all of the above-mentioned information and data furnished to the financial advisor, pursuant to Section 1, shall be disclosed and used by the company in accordance with the Privacy Notice. In addition, Client agrees that by purchasing the American Express Financial Advisory Service, Client is authorizing the Client's financial advisor and American Express Financial Advisors to use the information collected and provided as part of the service, to identify and recommend investment, insurance or other financial products the financial advisor and American Express Financial Advisors sell.

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0 1 3**Section 4 — Engagement services to be provided (see Form 94003 for further explanation)****Engagement Period** — (check one; if nothing is selected, Annual will be the default):

- ☒ **Annual (80)**
- ☐ **Good Until Changed or Cancelled (GTCC) (26)**  
(Authorized advisors only)

**Services:**

(Check all areas that apply. If nothing is selected, Comprehensive Financial Planning will be the default.)

**1. Comprehensive Financial Planning (030)**

Covers topics 1A through 1F described below

- 1A. Financial Position (009)**
- 1B. Income Tax (015)**
- 1C. Investment (010)**
- 1D. Retirement (020)**
- 1E. Protection/Family Security (005)** Included at no charge; must choose one other area
- 1F. Estate (024)**

Check 1G and/or 1H only if applicable:

- 1G. Education (011)**
- 1H. Future Savings Goal (016)**

**2. Small Business (Authorized advisors only) (060)****3. Advanced Needs (Complete Form 71024 A) (018)****4. Divorce Financial Service (Authorized advisors only) (056)****5. Consultation (For Short-Term and Interim Needs) (Authorized advisors only) (017)**

Includes advice on one or more short term, specific decisions or financial topics not covered in 1A – 1H; describe here:

**Services to be provided**  
(Annual and GTCC)**Services in each subsequent year**  
(GTCC only)

☒ (If selected, do not check 1A–1H)

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**ADVISOR USE ONLY: ENTER ALL ANTICIPATED DELIVERY METHODS (Used for internal research only — not material to this Agreement)****Primary Deliverable**  
☒ (check at least one)

- FASware — FAP/PEF (070) ☒
- FASware — FAR/PER (065) ☐
- Apex Select — FAP/PEF (066) ☐
- FASware SBO (063) ☐
- Advisor Created — Proposal (067) ☐
- Advisor Created — Letter (072) ☐
- AEFA AllocationMaster (040) ☐
- Lumen FPP (073) ☐
- Advisor Workstation Goal Planner (161) ☐

- Principia**  
Morningstar
- InvestmentView**  
Thomson Finance
- Personal Portfolio Assistant**  
americanexpress.com
- StockOpter**  
Authorized advisors only
- Portfolio Service Tool**  
Use only if client also has SPS account
- Foundation Tools**  
AdvisorLink
- Advisor Workstation**  
Morningstar
- IRA Analyst**  
AdvisorLink

**Supporting Documentation / Calculators**

Check all that may apply, but do not use as stand-alone deliverables

- (101) ☒ **Sales Illustrations** (141) ☒  
AdvisorLink: USA, Disability, Annuity, LTC, Certs
- (102) ☐ **Pension Dist. Planner** (162) ☐  
Brentmark
- (103) ☐ **NumberCruncher** (181) ☐  
Leimberg
- (105) ☐ **Microsoft Office Suite** (199) ☐  
Word, Excel, PowerPoint
- (106) ☐ **Divorce Financial Analysis** (156) ☐
- (107) ☒ **Expert Witness Service** (159) ☐
- (108) ☒ — approved ☐
- (121) ☐ — approved ☐

**Reminder:** All advisor created deliverables must comply with Bulletin 4342A.

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**Section 5 — Fees**For the Engagement Period  
(Maximum One Year)

1. Advisor fee ☒ Flat \$ 2000 ☐ Hourly — at a rate of \$      /hour \$ 2000.00
2. Add: Assoc. Financial Advisor fee ☐ Flat \$      ☐ Hourly — at a rate of \$      /hour \$
3. Add: Paraplanner fee ☐ Flat \$      ☐ Hourly — at a rate of \$      /hour \$
4. Add: Advanced Needs Service fee (attach Form 71024 A) ☐ Hourly — at a rate of \$      /hour \$
5. Add: Iowa clients add 5% sales tax \$
6. Subtotal If \$10,000 or greater, attach RP Approval Form 94160 For GTCC, also enter estimate of maximum annual fees here: \$ 2000.00

## 7. Less: Promotions (check only one)\*

Enter Promotion ID     

- ☐ FEPS ☐ AEFA Employee ☐ Other AXP Employee ☐ Marketing Coupon ☐ Alliances (e.g., Costco)

\*Client understands and agrees that Company must provide your name and Social Security number to the Employer in order to collect this subsidy amount.

## 8. Net fee due from client

## 9. Less: Initial payment from client

- ☐ Check ☒ American Express® Card
- ☐ Payroll deduction (available to some FEPS clients)

3730237426860000 Expires 03/07

Redemption: ☐ Form F119 ☐ Form 33442 ☐ Phone/Fax Systematic payment: ☐ Form F137 ☐ Phone/Fax

## 10. Amount still due

- ☐ Check ☐ Recurring American Express Card Payment (attach Form 6106)
- ☐ Payroll deduction (available to some FEPS clients)

Redemption: ☐ Form F119 ☐ Form 33442 ☐ Phone/Fax Systematic payment: ☐ Form F137 ☐ Phone/Fax

**Section 6 — Disclosure of interest and capacity**

The financial advisor will or may recommend that Client purchase or sell investments and enter into other financial transactions. Client will have no obligation hereunder or otherwise to follow any such recommendations. If the Client does enter into one or more transaction(s) recommended by financial advisor, then, in addition to the compensation provided for above, financial advisor will receive a commission or other financial benefit as a consequence of the transaction.

No assignment of the Agreement by the Company will be effective without Client's consent.

After looking at all of Client's financial data, the financial advisor may find it necessary to recommend further assessment in a specific area that has not already been designated. If Client agrees, Client will be asked to sign a new Agreement and pay the additional fee. Under those circumstances this Agreement will be null and void.

Client's service will address Client's financial concerns based on Client's current financial situation and Client's future needs and objectives. The service will be based on the personal financial information that Client provides to the financial advisor. It also will be based on assumptions that Client selects and certain other planning assumptions determined by the Company. For the service, the overall rate of return used in determining net worth and cash flow beyond the current year will be calculated based on Client's risk tolerance toward achieving each goal selected, Client's assumed average tax rates and global inflation rates specific to each goal that Client selects.

Client recognizes that the value and usefulness of the Financial Advisory Service will be dependent upon information that he/she provides and upon his/her active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. If required, Client will be asked to complete a detailed questionnaire provided by the financial advisor. Client will also provide copies of financial documents as the financial advisor may reasonably request in order to permit complete evaluation and preparation of recommendations for Client.

Client agrees to discuss his/her requirements, objectives and projected future needs candidly with the financial advisor and to promptly inform financial advisor of material changes in circumstances, needs, objectives and other information Client previously provided to the financial advisor. Client further agrees that neither the financial advisor nor the Company shall have any liability for Client's failure to promptly inform the financial advisor of material changes in Client's financial circumstances that may affect the manner in which Client's assets are allocated. The financial advisor shall have no obligation to make any recommendation or give any financial advice to Client that, in the sole judgment of the financial advisor, would be impracticable, unsuitable, unattainable or undesirable. It is understood that the financial advisor provides financial services of the type contemplated hereunder, as well as other financial services for a number of clients.

Concurrently with receipt by Client of the agreed upon services, Client may receive, without charge, if previously requested, a life insurance analysis provided by a licensed life and disability agent. The financial advisor will receive no compensation on account of any life insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance products actually purchased. **The Company does not provide insurance consulting, legal advice or document preparation as part of this service. The Company does not monitor the day-to-day performance of the Client's specific investments.**

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**Section 6 — Disclosure of interest and capacity (continued)**

Company is required by law to obtain certain personal information from Client which will be used by Company to verify Client's identity. If Client does not provide the required information to Company, Company may be unable to open Client's account. If Company is unable to verify Client's identity, Company reserves the right to close Client's account or take such other steps as Company deems reasonable.

**Retirement Accounts**

Client agrees that neither the financial advisor nor the Company is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) or Internal Revenue Code of 1986, including with respect to asset allocation services provided Client, and that financial advisor and the Company are not providing investment advice for a fee that will be the primary basis for Client's investment decisions on IRA, TSA, government plan or ERISA (e.g., 401(k)) assets. To the extent an asset allocation service identifies any specific investment alternative, Client understands that other investment alternatives having similar risk and return characteristics may be available, and that Client's plan sponsor, for government or ERISA plans, or the financial advisor can assist Client in obtaining information on other potential investment alternatives.

**Section 7 — Arbitration**

Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled solely by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless otherwise agreed to by all of the parties to the arbitration (including without limitation the Company and the Client), the American Arbitration Association shall be the sole venue for resolving claims arising out of or relating to this Agreement, and all of the parties to the arbitration (including without limitation the Company and the Client), irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity. This paragraph does not constitute a waiver of any right of private claim or cause of action provided by the Investment Advisers Act of 1940.

If either Client or Company, its employees or independent contractors elects to resolve a claim by arbitration, that claim shall be arbitrated on an individual basis. *There shall be no right or authority for any claims to be arbitrated on a class action basis or bases involving claims brought in a purported representative capacity on behalf of the general public, clients or other persons similarly situated.* The arbitrator's authority to resolve claims is limited to claims between the parties to the arbitration, (including the Client and the Company) alone, and the arbitrators authority to make awards is limited to the parties to the arbitration (including to the Client and the Company) alone. Furthermore, claims brought by Client against Company, its employees or independent contractors, or by Company against Client, may not be joined or consolidated in arbitration with claims brought by or against someone other than Client, unless agreed to in writing by both Client and Company, its employees or independent contractors.

**Section 8 — Signature and Taxpayer Identification Number Certification**

By signing below, I acknowledge that I have received and read the Company's brochure (Form 94003), including the terms and conditions, and I hereby consent to these terms and conditions with full knowledge and understanding of the information contained in the brochure.

Under penalties of perjury, I certify that:

1. The number shown on page one of this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Client's Name

JEFFREY I PECK

Client's Signature

X 

Date

01/21/2005

Client's Name

TRACEY PECK

Client's Signature

X 

Date

01/21/2005

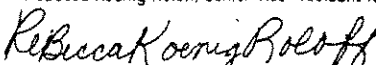
Signed at:

City

SYOSSET

State

Rebecca Koenig Roeloff, Senior Vice President for American Express Financial Advisors Inc.



Financial Advisor Signature

X 

Advisor's Phone Number

212 719 0099



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## Customer Privacy Notice

As described in the Notice, American Express Financial Services companies may disclose or use Customer Information to provide you with offers for products and services that we think may complement your financial goals, needs and circumstances. You may choose to opt out of certain disclosures and uses of Customer Information by completing and returning this card. You may choose either, both or neither of the options below by placing an "X" in the appropriate box. Note: You do not need to return this card if you do not choose either option. Please see the descriptions in the Notice for a full explanation of your choices. You may make only one set of opt-out choices for all of your accounts with the companies providing this Notice. Mail completed opt-out cards to: American Express Financial Advisors Inc., 70100 AXP Financial Center, Minneapolis, MN 55474. If you have questions about your opt-out choices, contact your financial advisor or call us at (800) 297-8018.

☒ **OPTION A — DISCLOSURE OF CREDIT-RELATED AND FINANCIAL PLANNING INFORMATION AMONG AMERICAN EXPRESS FINANCIAL SERVICES COMPANIES AND AFFILIATES**

Please do not disclose:

- Credit-related information that is collected by an American Express Financial Services company to other American Express Financial Services companies or American Express affiliates, other than as permitted by law; and
- Financial planning information (Customer Information American Express Financial Advisors collects to provide your financial plan, consulting or investment advisory service) to other American Express Financial Services companies or affiliates for marketing mailings for these affiliates' products and services.

*If you opt out, it may make it more difficult to provide you with offers for insurance and other product alternatives consistent with your financial goals and circumstances, as well as offers for credit or charge card products, lines of credit, extended payment options and margin lending accounts.*

Jeff & Tracey Park  
Name (please print)

7 Coventry Road, Spout, NY 11791  
Address

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☒ **OPTION B — DISCLOSURE OF CUSTOMER INFORMATION TO PROVIDE MARKETING OFFERS FOR PRODUCTS AND SERVICES SOLD BY OTHER COMPANIES**

Please do not use or disclose:

- Customer Information to non-affiliated companies to provide me with offers for products and services sold by non-affiliated companies.

*If you opt out, it may make it more difficult to provide you with offers for discounts or promotional offers from other companies with whom we do business.*

**E-MAIL MARKETING OFFERS:** If you prefer not to receive E-mail offers, you may opt out by logging on to the "Set E-Mail Preference" page of our Customer Internet Privacy Statement at [www.americanexpress.com/cust\\_serv/privacy/emailprivacy.asp](http://www.americanexpress.com/cust_serv/privacy/emailprivacy.asp) and entering your preferences.

[Signature]  
Customer Signature

Client ID/Account Number

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